



राष्ट्रीय डिज़ाइन संस्थान
NATIONAL INSTITUTE OF DESIGN

A Statutory Institute under DPIIT, Ministry of Commerce & Industry, Government of IndiaPaldi,
Ahmedabad 380007. Tel: +91-79-26629500, +91-79-26629600
www.nid.edu

NIT No. NID/04/ 2024-25

Date 19.11.2024

Tender Document

Tender for “Resurfacing & repair work of certain internal bituminous/concrete roads and paths at NID Campus, Ahmedabad”

Part-1: Technical Bid
Part-2: Financial Bid

Tender Submitted By:



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Notice Inviting E-Tenders

National Institute of Design (NID), Ahmedabad invites – through Offline 2(two) Bid System – Tenders from reputed, experienced and eligible Contractors for “Resurfacing & repair work of certain internal bituminous roads and paths at NID Campus, Ahmedabad” as per Schedule as under.

Tender Notices and Tender Documents related to this Tender are available on Government of India Central Public Procurement Portals and websites including:

- www.eprocure.gov.in
- www.nid.edu

Any modification and / or corrigendum to this Tender will be available on websites. NID reserves the right to accept or reject any or all Tenders without assigning any reason

1	NIT Number & Date	NID/04_/ 2024-25 dated 19.11.2024
2	Name and Location of Work	“Resurfacing & repair work of certain internal bituminous roads and paths at NID Campus, Ahmedabad”
3	Brief Scope of Work	“Resurfacing & repair work of certain internal bituminous roads and paths at NID Campus, Ahmedabad” as per BOQ Scope of work includes labour, material, Tools , Plants & Machinery etc including all taxes
4	Estimated Cost (Rs.)	Rs. 29,66,592/- (Twenty Nine Lakhs Sixty Six Thousand Five Hundred Ninety Two only)
5	Period of Completion (Months)	1 Month (One Month)
6	Earnest Money Deposit (EMD) (Rs.)	Rs. 59,332.00 (Rs Fifty Nine Thousand Three Hundred Thirty Two only) (Exemption from submission of EMD for MSME vendors if valid documents attached)
7	Non-refundable cost of Tender Document/Fee (Rs.)	Rs 1000.00 (Rs. One Thousand Only) Shall be payable ONLY in the form of Demand Draft / Banker’s cheque/PO shall be prepared from Nationalised / Scheduled Bank only, drawn in favour of “National Institute of Design”, payable at Ahmedabad
8	Last Date & Time of Submission of Offline Tender	Up to 10.12.2024 by 18:00 Hrs

9	Submission of signed /stamped/ sealed tender copy (in original) of all Tender Documents including EMD, Tender Processing Fees, Tender Acceptance Letter and all other documents related to this Tender	in the office of: The Chief Administrative Officer, NID, Paldi,Ahmedabad -380 007
10	Date & Time of Pre-Bid Meeting:	28.11.2024 at 11.00am at NID, Paldi Ahmedabad
11	Date & Time of Opening of Offline Part-1: Technical Bid	11.12.2024 at 11.00 Hrs.
12	Date & Time of Opening of Part-2: Financial Bid	To be intimated later (Only bids of technically qualified bidders will be opened)
13	Validity of Offer	60 days from the date of opening of Technical bid.

INSTRUCTIONS TO TENDERERS

1. The Tender Document as uploaded can be viewed and downloaded by anyone including intending tenderer. The bidders will submit their technical bids and financial bids in hard copies only in two separate envelopes and these two envelopes shall be enclosed in one envelop addressing to the CAO, NID, Ahmedabad including proofs of payment instruments of Tender Fees, EMD and all other documents forming the Tender Document as per NIT. Technical Bid documents will be opened for ONLY those tenderers whose EMD, Cost of Tender Document etc. are found to be in order.
2. The intending Tenderer must carefully & completely read all the terms and conditions related to this Tender and submit the same ONLY if he considers himself eligible for submission and is in possession of all the requisite documents for submission. All information and instructions posted on the website / portals related to this Tender shall form part of the Tender Document.
3. Tenderers are advised – in their own interest – to submit all Tender Documents well in advance of the Last Date of Submission to avoid problems that tenderers may face at last moment due to unforeseen technical issues, etc. After submission of the Tender, the tenderer may re-submit the Tender or any of its constituent documents any number of time but ONLY till before the Last Date & Time of Submission specified in the NIT & Schedule. Previously submitted documents in such cases shall not be considered.
4. The Tenderers shall have to deposit an Earnest Money Deposit (EMD) along with the submission of tender documents through a DD/ pay order of any Nationalized / Scheduled bank in favor of “National Institute of Design” payable at Ahmedabad. On award of the work, he will have to deposit 10% of the total accepted contract value (including earnest money deposit) as performance guarantee (Mandatory for all bidders including MSME) in the name of NID by PO/ Demand Draft only of any Nationalized / Scheduled bank in favor of “National Institute of Design” payable at Ahmedabad
5. Tenderers may submit queries related to the Tender – if any – through Email and in writing to the Tender inviting Authority to seek clarifications within 7 days from the date of uploading of Tender on the portal. No queries after pre bid meeting shall be entertained.
6. All the documents submitted hard copies shall be clearly readable, printable & legible, failing which, the Tender is liable for rejection. All documents physically submitted in hard copy format shall be indexed and duly page numbered.

7. Addenda/Corrigenda to the tender documents may be issued prior to the Last Date of Submission of Tender to clarify or effect modification in specification and / or Contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda / Corrigenda while submitting his tender. The tenderer shall return such Addenda / Corrigenda duly signed and stamped as confirmation of its receipt & acceptance and submit along with the tender document. All Addenda / Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and Contract documents. If the same not attached, it will be presumed that tenderer is aware of all addenda / corrigenda relevant to this tender and quoted as such.
No claim of becoming unaware of the addenda/corrigenda by the vendor shall be entertained.
8. Before tendering, tenderers are advised to visit the site and its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, and levies as applicable & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies, etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the NID at a later date.
9. If any Tenderer is found to be ineligible for submission of tender – after the opening of Tender – his tender shall become invalid and the cost of tender document shall not be refunded.
10. If any discrepancy is noticed between documents as uploaded and physically submitted hard copies, the tender shall become invalid and the cost of tender document shall not be refunded.
11. Any Tender submitted with additional conditions and / or modifications shall become invalid and the cost of tender document shall not be refunded.
12. Notwithstanding anything stated above, NID reserves the right to assess the capabilities of the Tenderer to execute the Contract, in the overall interest of NID. In case any tenderer's capabilities are not found to be satisfactory, NID reserve the right to reject such Tender.
13. In case of shortfall of document / insufficient information in bids, NID may ask for additional documents information (only historic i.e those pre-exist at the time of tender opening date) and bidder shall provide the same within the stipulated time. If the same is not submitted or tenderer fails to submit within prescribed time then tenderer shall be disqualified and the cost of tender document shall not be refunded

14. SITE VISIT:

- Each bidder is expected to get fully acquainted with the local conditions & factors, such as historical, geographical, social, political, legal, and administrative and/or infrastructure etc., which would have any effect on the performance of the contract and/or the cost.
- The bidder is expected to know all conditions & factors, which may have any effect on the execution of the contract after issue of LOA as describe in bidding documents. The buyer/client shall not entertain any request for clarification from the bidder regarding such local condition.

- It is bidder's responsibility that such factors have properly been investigated and considered while submitting bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding document will be entertained by the buyer/client. Neither any change in the time schedule of the contract nor any financial adjustment arising there of shall be permitted by the buyer/client on account of failure of the bidder to know the local laws/conditions or not visiting the site.
- The bidder is expected to visit and examine the location and its surrounding and obtain all information that may be necessary for preparing the bid at their own interest and cost.
- Bidder can visit site between 10:30 am to 04:00 pm after approval from NID on any working day.

Note: Site visit is responsibility of the bidder, Excuse of not visiting the site will NOT be taken in to account at any cost after opening of tender

15. Minimum Eligibility Criteria: Work Experience

- Experience of having successfully completed similar works during the last 5 years ending previous day of Last Date of Submission of Tender. Testimonials to be attached
 - 3 (Three) similar works each costing not less than 40% of the estimated cost of this tender. (Not less than Rs 11.87 Lakhs for each work)
OR
 - 2 (two) similar works each costing not less than 60% of the estimated cost of this tender. (Not less than Rs 17.81 Lakhs for each work)
OR
 - 1 (one) similar work costing not less than 80% of the estimated cost of this tender. (Not less than Rs 23.74 Lakhs)
- The certificates / testimonials shall be obtained from organization and submitted with the technical bid. Work done for central / state Govt. organizations or central / state Public Sector Units / Autonomous Bodies will be preferable, though not mandatory.

16. Minimum Eligibility Criteria: Financial Strength

- The average annual financial turnover for the last 3 (three) years i.e 2021-22 , 2022-23 & 2023-24 shall be at least 100% of the Estimated cost of this tender. The requisite turnover shall be duly certified by a Chartered Accountant.

17. Earnest Money Deposit (EMD) (Non Interest bearing)

Any Tender submitted **without the requisite EMD** in the form of DD / pay order of any Nationalized / Scheduled bank in favor of "National Institute of Design" payable at Ahmedabad shall become invalid and the cost of tender document shall not be refunded.

(Exemption from submission of EMD for MSME vendors subject to furnishing of relevant valid certificate for claiming exemption). EMD of unsuccessful bidders shall be returned after L1 finalization. EMD of successful (L1) bidder could be returned after deposit of Performance Guarantee or converted to Performance Guarantee.

18. MSME BIDDER - Micro, Small and Medium Enterprises (MSME) must, along with their offer, provide proof of their being registered as MSME (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:

- District Industries Centres;

- b) Khadi and Village Industries Commission;
- c) Khadi and Village Industries Board;
- d) Coir Board;
- e) National Small Industries Corporation;
- f) Directorate of Handicraft and Handloom; and
- g) Any other body specified by the Ministry of MSME.

The MSMEs are exempted from payment of earnest money, Subject to furnishing of relevant valid certificate for claiming exemption

19. Financial Bid:

- a. Financial Bid of only technically qualified tenderers shall be opened at specified date. The date and time of opening the Financial Bid shall be communicated to the eligible tenderers through email.
- b. Tenderers will be required to submit the Financial Bid only as per the price schedule format.
- c. In case the Financial Bid is found to be tampered / modified in any manner, tender will be completely rejected.
- d. The quoted prices shall be inclusive of all the applicable taxes, duties, cess payable under any law (as applicable on the date of submission of bid) by the bidder in connection with execution of the contract.

20. The Tender shall remain open for acceptance for a period of 60 (Sixty) days from the date of opening of the Technical Bid.

21. NID reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever.

TENDER ACCEPTANCE FORM

From: (On the letter head of the company by the authorized officer)

Date: __. __. 2024

NIT No : NID/04/ 2024-25

To,

The Chief Administrative Officer

National Institute of Design,
Paldi, Ahmedabad
380007.

Dear Sir,

Having examined all the documents, details, drawings, designs, specifications, and all instructions and Conditions of this Tender , addenda / corrigenda relating to the Works specified in the Memorandum hereafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating hereto as affecting the Tender, I/we hereby unconditionally offer to execute the Works specified in the following Memorandum, within the Time Period specified in the said Memorandum, at the Rates mentioned in the attached Schedule of Rates and in accordance, in all respects, with the details, drawings, designs, specifications and instructions in writing referred to in all Conditions of the Tender, and with such materials as are or may be provided for and in all other respects in accordance with such conditions so far as they may be applicable.

I/we also undertake to do all extra or varied works which may be ordered as part of this Tender upon terms provided for in the Conditions of Tender and Agreement.

I/we hereby undertake to complete the whole of the work required within specified time limit allowed for completion of works from the date of handing over the site to me/us and agree to pay the penalty as specified in the Conditions of Contract, in case I/we fail to complete the works within stipulated time period.

I/we have deposited requisite **Earnest Money Deposit (EMD)** / Valid MSME Certificate with NID. If I/we fail to commence the work within 15 days of the date of issue of Letter of Award and/or if I/we fail to sign the agreement as per Tender Conditions and/or if I/we fail to submit Performance Guarantee as per Tender Conditions, I/we agree that NID shall – without prejudice to any other right or remedy – be at liberty to cancel the Letter of Award.

All the document required to establish our eligibility to undertake the Works are enclosed herewith in prescribed format. I/we hereby certify that all these documents and information supplied / submitted are true and correct.

MEMORANDUM:

A	Works:		“Resurfacing & repair work of internal bituminous roads and paths at NID Campus, Ahmedabad”
B	EMD		Rs.59,332.00 (Rs Fifty Nine Thousand Three Hundred Thirty Two only)EMD in the form of DD / pay order of any Nationalized / Scheduled bank in favor of “National Institute of Design” payable at Ahmedabad should be submitted in hard copy with tender documents
C	Performance Guarantee		5 % of the Contract Value (CC 2.0) (Including EMD amount)
D	Security Money	Deposit/Retention	10 % (Ten per cent only) shall be deducted from each bill. (CC 3.0)
E	Time allowed for completion of the works		1 Months (One Month)
F	Penalty for delay in completion		1% (One percent) of total contract value (work order value without GST) per month calculated on daily basis subject to maximum Ten percent (10%) of contract value without GST
G	Defects Liability Period		12 months after completion of work or handing over to NID, whichever is later.(CC 18.0)
H	Payment Terms		All running bill/final bill payments shall be released within one month after submission of bill in hardcopy & payment will be made by way of e-transfer through e-payment in India directly to their Bank account by NID. (CC 11.0 to 11.3)
I	Period of Final Settlement		(Two) months from the date of Final Bill, after issuance of work completion certificate
J	Release of Security Deposit & performance Guarantee		Performance Guarantee after completion or hand over of work whichever is later. Security Deposit after completion of Defects Liability Period (12 months) , subject to fulfilment of Conditions of Tender.

Yours faithfully,

_____(Signature)_____Name _____
Signature of the Tenderer (with stamp)

Place: Date:

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS

1.1 National Institute of Design, hereinafter called "NID", proposes to get the works executed as mentioned in the Memorandum.

1.2 In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:

- a) THE CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of NID and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by NID and all these documents taken together, shall be deemed to form one Contract and shall be complementary to one another.
- b) APPROVAL means approved in writing including subsequent written confirmation of previous verbal approval, if any.
- c) BILL OF QUANTITIES or SCHEDULE OF QUANTITIES means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.
- d) CONTRACTOR shall mean the individual, firm, LLP or company, whether incorporated or not, undertaking the works as per the Contract and shall include such individual or the persons composing such firm or LLP or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- e) CONTRACT VALUE means the sum for which the tender is accepted as per the Letter of Award (LOA).
- f) DRAWINGS mean the drawings referred to in the Contract document including modifications if any and such other drawings as may from time to time be furnished and / or approved by NID.
- g) LANGUAGE: All documents and correspondence in respect of this Contract shall be in English Language.
- h) MONTH means English Calendar month, and DAY means a Calendar day of 24 hours each.
- i) SCHEDULE(s) referred to in these conditions shall mean the standard schedule of rates of the government mentioned in the Memorandum with the amendments thereto issued up to the date of receipt of the tender.
- j) SITE means the lands and other places on, under, in or through which the works are to be executed or carried out used for the purpose of the Contract.
- k) TENDER means the Contractor's priced offer to NID for the execution and completion of the work, including all necessary documents forming part of the Contract and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Award or Award letter. The word TENDER is synonymous with Tender and the word TENDER DOCUMENTS with "Tendering Documents" or "offer documents".
- l) WRITING means any manuscript typed, written or printed statement under or over signature and/or seal as the case may be.
- m) WORKS or WORK shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the Contract Contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. Headings in the clauses / conditions of tender documents are for convenience only and shall not be used for interpretation of the clause / condition.

- n) Words imparting the singular meaning also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- o) ACCEPTED RISKS shall mean risks due to riots (other than those on account of Contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the Contractor has no control and accepted as such by the NID or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to NID's faulty design of works.
- p) In case of items which the Contractor has to execute which are not covered in the tender, Non tender item will be dealt as Extra item

2.0 PERFORMANCE GUARANTEE

2.1 Successful tenderer will be required to submit Performance Guarantee @ 5% (including EMD) of the Contract Value within (7) Seven days from the date of issue of work order in the form of Demand draft /PO of any Nationalised / Scheduled Bank in favour of "National Institute of Design", payable at Ahmedabad.

2.2 NID reserves the right of forfeiture of the one or more performance guarantee(s) on the pro-rata basis of the elapsed Contract period in the event of the Contractor's failure to fulfil any of the milestones/ Contractual obligations i.e. defaults in commencing the work, fails to maintain the required progress in terms of relevant clause of General Conditions of Contract, in case of improper or unacceptable work or work not done as per specifications etc. or all Performance Guarantee(s) in the event of termination of Contract as per terms and conditions of Contract.

If the Contractor commits any default as aforesaid, NID shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the Performance Guarantee(s) absolutely (not withstanding and/or without prejudice to any other provisions in the Contract) by giving the notice in writing in addition to action taken under other provisions contained in this Contract or otherwise.

2.3 In case where the delay is compensated by the Contractor during the completion of next milestone(s), the amount towards forfeited Performance Guarantee(s) shall be refunded to the Contractor on production of the fresh Performance Guarantee, of the equivalent amount. Such amount will not accrue any interest to the Contractor. Further, such Performance Guarantee may also be forfeited in case of any failure by Contractor to fulfil any Contractual obligation in future.

2.4 In case part of a Performance Guarantee is forfeited for recovery, balance Performance Guarantee will remain with NID which shall be returned only after successful completion / testing / commissioning and handing over the project to NID up to the entire satisfaction of NID.

2.5 In case the Contractor fails to submit the Performance Guarantee(s) within 7 days, further extension for only 7 (Seven) days will be granted with / without at 0.1% per PG amount per day as decided by NID. After extended 7 days, further decision of NID Authority will be final & binding.

2.6 In case, part scope of work has been satisfactorily completed and handed over to NID by the Contractor and the remaining work / buildings are under hold / suspended for more than 3 months due to hindrance beyond control of Contractor / NID or due to non-availability of site / clearance from NID, the un-forfeited Performance Guarantee(s) submitted by the Contractor and available with NID as on date, on specific request of the Contractor, may be released and returned back to the Contractor in lieu of submission and due verification of a fresh Performance Guarantee of equivalent amount towards balance work.

Performance Guarantee shall be released after completion or hand over of work whichever is later.

3.0 SECURITY DEPOSIT

3.1. Security Deposit or the Retention Money shall be deducted from each bills of the Contractor @ 10% (Tenpercent only). Interest will not be applicable on Security Deposit amount.

3.2. Release / refund of Security Deposit / Retention Money of the Contractor shall be subject to the observance / compliance of the conditions as under and whichever is later:

3.3. Expiry of the Defect Liability Period in conformity with provisions contained in relevant clause of General Conditions of Contract.

3.4. NID reserves the right of part or full forfeiture of Security Deposit / Retention Money in addition to other claims in the event of Contractor's failure to fulfill any of the Contractual obligations or in the event of termination of Contract as per terms and conditions of Contract.

4.0 NON – TENDER / EXTRA ITEMS

In case of items which the Contractor has to execute which are not covered in the tender, Non tender item will be dealt as extra item.

Non-tender/Extra item, Pricing: In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) submit market rates, supported by proper analysis which shall include invoices, vouchers etc. and failing which the rate approved later by the NID shall be binding and within 30 days of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

5.0 ESCALATION

No claim on account of any escalation except Govt. levies / Tax on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by Contractor shall be firm and fixed for entire period of Contract as well as any extended period for completion of the works. No other escalation shall be applicable on this Contract

6.0 COMPENSATION FOR DELAY

In the event of a delay in completion of project work as per the Schedule for which Contractor is solely responsible, Contractor shall pay Liquidated Damages to NID at a rate of 1% (One Percent) per month calculated on daily basis subject to maximum Ten percent (10%) of Contract amount without prejudice to other options available like termination of contract etc by NID

7.0 WORK AND RISK COST:

NID reserves the right to get the whole or part of the service executed by some other agency at the risk and cost of the Contractor if it is found that the quality and / or the progress in respect of whole or part of the service is not satisfactory.

8.0 TIME SCHEDULE & PROGRESS

8.0 Mobilisation period: A period of 7 days shall be given to the Contractor for mobilisation of manpower and equipment at site after issue of LOA.

8.1 The photographs of the work taken on last day of every month indicating progress of work (in soft copies) shall be attached along with the physical progress reports to be submitted to NID.

9.0 PRICES, TAXES & DUTIES

The Tenderer should quote firm prices / rates for all items of works, inclusive of all taxes, duties, levies, personal tax, corporate tax, welfare cess, etc. In case of any change in Government tax (GST) either increase or decrease shall be applicable for the contract period or the justified extended period of completion of work.

10.0 INSURANCE OF WORKS, ETC.

In case of any mishap, the liability for the same will be borne by the Contractor only. NID will not be responsible for any kind of misshaping or damages in respect of men or material. Contractor in his own volition shall obtain following Insurance policies after issue of LOA/ work order :

- (i) Contractors' All Risk (CAR) policy covering Contract sum for material and labour of amount Equal to Contract amount and valid up to Contract period.
- (ii) General Public Liability / Third Party Liability of amount Equal to Contract amount and valid up to completion of Defect Liability Period
- (iii) Workmen Compensation Insurance policy for adequate number (minimum 20 workmen) of manpower and appropriate amount based on the Contract amount and valid up to completion of Defect Liability Period.

The Contractor is required to submit the policy document.

11.0 PAYMENTS

11.0 NID certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on Contractor. Each Bill should be accompanied by applicable tax invoices as per applicable tax laws. Intermittent progress Photographs as and when required shall also be provided by the Contractor at his own cost. No payment of running account bill shall be released unless it is accompanied by Tax Invoices as above.

11.1 The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within three months of physical completion of the work. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates will, as far as possible be made within the period specified here in under, the period being reckoned from the date of receipt of the bill

11.2 All payments shall be released by way of e-transfer through e-payment in India directly to their Bank account by NID.

12.0 MEASUREMENTS OF WORKS

In the case of items which are not covered by specifications, mode of measurement as specified in the Technical Specifications of the Contract and if for any item no such technical specification is available, then a relevant standard method of measurement issued by the applicable Standard shall be followed.

13.0 COMPUTERISED MEASUREMENT BOOKS

All measurements of all items shall be entered by the Contractor and compiled in the shape of the Computerized Measurement Book as per the format of NID so that a complete record is maintained for all the items of works performed under the Contract.

Whenever bill is due for payment, the Contractor would initially submit draft computerized measurement sheets for verification by the NID. The Contractor will, thereafter, incorporate any changes as may be done during these verifications in his Computerized Measurements for submission to NID.

The Contractor shall, without extra charge, provide all assistance with all appliance, labour and other things necessary for checking of measurements/ levels for NID.

14.0 WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, CONDITION OF CONTRACTS AND INSTRUCTIONS, ETC.

All items of work in the Bill of Quantities shall be carried out as per the prevalent / latest specifications and the rates shall include for supply of all required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, tackles, plant & machinery complete as called for in the detailed specifications and conditions of the Contract.

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned.

The Contractor shall comply with the provisions of the Contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, and details and other things of temporary or permanent nature required for such execution in so far as the necessity for providing these, is specified or is reasonably inferred from the Contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of installation .

15.0 MOBILIZATION OF LABOUR, MATERIALS AND MACHINERY

- 1) All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipment's, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.
- 2) It shall be entirely the Contractor's responsibility to provide, operate and maintain all equipment, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, Contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. The Contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.
- 3) It is mandatory for the Contractor to provide safety equipment and gadgets to his all workers, supervisory and Technical staff engaged in the execution of the work while working. The minimum requirement (but not limited to) shall be gum boots, safety helmets, Rubber hand gloves, face masks, safety nets, safety harness, goggles etc. as per work requirements. Sufficient nos. of

these equipment and gadgets shall also be provided to NID by the Contractor at his own cost for use of NID Officials and/ or workforce while working/supervision of work at site. No staff/ worker shall be allowed to enter the site without these equipment's/ gadgets.

The cost of the above equipment / gadgets is deemed to be included in the rates quoted by the Contractor for the items & works as per Bill of Quantities and Contractor shall not be entitled for any extra payment in this regard.

All the costs associated with testing of materials required as per technical specifications shall be included in the Contractor's quoted rates in the Bill of quantities.

The Contractor shall produce receipted vouchers showing quantities of the materials to satisfy NID officials that the materials comply with the specifications. These vouchers shall be endorsed, dated and signed by the Contractor. A certified copy of each such vouchers signed both by NID and the Contractor shall be kept on record.

16.0 DEFECTS LIABILITY PERIOD

The Contractor shall be responsible for the rectification of defects in the works for a period twelve (12) months after completion of work or handing over to NID, whichever is later. Any defects discovered and brought to the notice of the Contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by NID at the cost and expense of the Contractor.

17.0 SUBLETTING / SUB-CONTRACTING

The contract shall not be assigned or sublet without the written prior approval from NID otherwise NID shall have power to terminate the contract in the interest of the NID.

18.0 FORCE MAJEURE

Bidder shall not be liable for default or non-performance of the obligations under the work-order, if such default or non-performance of the obligations under this work-order is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake, natural calamity and fire, events not foreseeable, but does not include the Bidder's fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify NID in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by NID, the Bidder shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month of NID(Ahmedabad) and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of NID (Ahmedabad) shall be final and binding on the Bidder

19.0 NO COMPENSATION CLAUSE

The Contractor shall have no claim whatsoever for compensation or idle charges against NID on any ground or for any reason, whatsoever.

20.0 WATER AND ELECTRICITY

Water & Electricity will be provided by NID at one point free of cost.

The Contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply, if required.

21.0 COMPLIANCE WITH NID SECURITY & OTHER NORMS

The Contractor shall comply with all norms stipulated by NID such as Gate Passes, Security, Maintaining cleanliness, Discipline & Decency around the service site, Safety Precautions and Safety Regulations.

22.0 LAND FOR LABOUR ACCOMODATION, SITE OFFICE AND STORAGE, etc.

Contractor shall make his own arrangement for constructing and maintaining the temporary labour colony, outside the premises at his own cost and is responsible for taking the clearance of local authorities, if required, for setting up / construction of the same. This is deemed to be included in the rates quoted by the Contractor for the works. The Contractor shall check the availability of land before tendering and no claim whatsoever in this regard shall be entertained.

The Contractor shall ensure that the all such areas are kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The land for the above purposes shall be so placed that it does not hinder the progress of work or access to the worksite. The vacant possession of the land used, for the purpose shall be given back by Contractor after completion of the work

23.0 SECURITY AND LIGHTING OF WORKPLACE

The Contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, obstructions, protective cladding, lights, security watchmen etc. during the progress of work

24.0 BILL OF QUANTITIES

The quantities shown against the various items of work are only approximate quantities which may vary as per the actual requirement at site. No item which is not covered in the Bill of Quantities shall be executed by the Contractor without the approval of the NID. In case any Extra / Substituted item is carried out without specific approval, the same will not be paid.

25.0 INDIAN STANDARDS

All items mentioned in the Bill of Quantities with reference to material, workmanship & mode of measurements will comply with all relevant standards.

26.0 RECORDS OF CONSUMPTION OF BITUMEN

26.1 For the purpose of keeping a record of bitumen received and consumed in works, the Contractor shall maintain a properly bound register, showing columns like quantity received

and used in work and balance in hand etc. This register shall be filled up and signed daily by the Contractor's representative and checked by NID's representative.

26.2 The register of bitumen shall be kept at site in the safe custody during progress of the work. This provision will not, however, absolve the Contractor from the quality and quantity of the final product consumption.

27.0 TEST AND INSPECTION

27.1 The Contractor shall carry out the various mandatory tests as per specifications and the technical documents that will be furnished to him during the performance of the work. All the tests on materials, as recommended by CPWD, MORTH and relevant Bureau of Indian Standards or other standard specifications (including all amendments current at the last date of submission of tender documents) shall be carried out by the Contractor at the field-testing laboratory or any other recognized institution / laboratory, as directed by NID. All testing charges, expenses etc. shall be borne by the Contractor. All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the Contractor or NID at the cost of the Contractor.

28.0 WORKS TO BE OPEN TO INSPECTION

All works executed or under execution in pursuance of this Contract shall at all times be open to inspection and supervision of NID.

29.0 CARE OF WORKS

From the commencement to the completion of works and handing over of completed works to NID, the Contractor shall take full responsibility for care of all the works and in case of any damage / loss to the works or to any part thereof or to any temporary works due to lack of precautions or due to negligence on part of Contractor, the same shall be made good by the Contractor, at his own cost.

30.0 CO-ORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute, the decision of NID shall be final and binding on the Contractor. No claim whatsoever shall be admissible on this account.

31.0 SETTING OUT OF THE WORKS

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works. If at any time during the progress of works, shall any error appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor shall at his own expenses rectify such error to the satisfaction of NID Engineers. The checking of any setting out or of any line or level by the engineers of NID shall not in any way relieve the Contractor of his responsibility for the correctness

32.0 SITE CLEARANCE

The Contractor shall ensure that the working site is kept clean and free of obstructions for easy access to job site and also from safety point of view. Before handing over the work to the NID, the Contractor shall remove all temporary structures like the site offices, cement godown, stores, labour colonies, scaffolding, debris, left-over materials tools and plants, equipment, etc., clean the site to the entire

satisfaction of the NID Engineering team. If this is not done the same will be got done by NID and the expenses will be recovered from any dues to the Contractor.

The Contractor shall clean all floors, remove cement / lime / paint drops and other deposits, clean joinery, glass panes etc., remove debries, soil, etc touching-up of all painter's works and carry out all other necessary items of works to make the premises clean and tidy before handing over the project, and the rates quoted by the Contractor shall be deemed to have included the same. This will be part of SITC before final payment to the contractor.

33.0 SET-OFF OF CONTRACTOR'S LIABILITIES

NID shall have the right to deduct or set-off the expenses incurred or likely to be incurred by it in rectifying the defects and / or any claim under this agreement against the Contractor from any or against any amount payable to the Contractor under this agreement including Security Deposit and proceeds of Performance Guarantee.

34.0 POSSESSION PRIOR TO COMPLETION

NID shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be any acceptance of any work not completed in accordance with the Contract agreement. If such prior possession or use by NID delays the progress of work an equitable adjustment in the time of completion will be made and the Contract agreement shall be deemed to be modified accordingly. The decision of NID in such case shall be final binding and conclusive.

When the whole of the works or the items or the groups of items of work have been completed the Contractor will give a notice to that effect in writing. Within 7 days of the date of receipt of such notice inspect the works and give instructions in writing to the Contractor specifying the balance items of work which are required to be done by the Contractor and shall also notify the Contractor of any defect in the works affecting completion.

35.0 TECHNICAL STAFF FOR WORK : The Contractor shall employ, at his cost, an adequate number of technical staff during the execution of this work depending upon the requirement of work. The Contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by NID to take instructions. Details of technical staff deputed at NID Ahmedabad may be provided

36.0 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The Contractor shall have a valid license under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour Act (Regulation & Abolition) Central Rules 1971 and amended from time to time and continue to have a valid license until the completion of the work including Defect Liability Period.

The Contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act,1996.

The Contractor shall not engage any labour below the age of 18 under any circumstances. The provisions under Child Labour (Prohibition and Regulation) Amendment Act. 2016 should be strictly adhered to. In case of any non-compliance to the requirements of Labour laws, the Contractor shall be liable for all consequences or any penalty imposed in this regard. The Contractor shall also declare

in each running bill that he has not engaged any labour below the age of 18 in the project.

Any failure to fulfil above requirement shall attract the penal provisions of this Contract.

37.0 LABOUR SAFETY PROVISION

The Contractor shall, at his own cost, take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work.

In case of all labour directly or indirectly employed in work for the performance on the Contractor's part of this Contract, the Contractor shall comply with all rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers.

38.0 LAWS COVERING THE CONTRACT

This Contract shall be governed by the relevant Indian laws for the time being in force

39.0 LAWS, BYE-LAWS RELATING TO THE WORK

The Contractor shall strictly adhere by the provisions, for the time being in force, of law relating to works or any regulations and bylaws made by any local authority or any water & electricity agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The Contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

40.0 CONTRACT AGREEMENT

The Contractor shall enter into a Contract Agreement with NID within 30 (Thirty) days from the date of Letter of Award. The cost of stamp papers, stamp duty, registration, if applicable on the Contract, shall be borne by the Contractor.

41.0 TERMINATION OF CONTRACT DUE TO CONTRACTOR'S FAULT

If the Contractor is in default under any of the provisions of this Contract, including but not limited to:

1. Failure to proceed with all or any part of the Contract or Contract Work with due diligence
2. Failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.
3. Refusal or neglect to make good defective Work or after being instructed to do so by NID.
4. Going into liquidation (other than a voluntary liquidation for the purpose of reconstruction) or having a receiver appointed for all or part of its undertaking.
5. Delay in executing the Contract.
6. Abandoning the Contract.
7. Assigning or subletting any part of the Contract Scope of Work without the prior written approval of NID.
8. Failure to comply with any Applicable Law

Then, and in any such event and without prejudice to any other rights or remedies that NID may have, NID may issue Contractor written notice describing the default.

If Contractor does not commence remedy of the default within (10) Ten days after receipt of the notice, NID may terminate all or any part of the Contract Work under this Contract and may then

complete or have others complete all such terminated Work at the Contractor's sole risk and cost.

The rights and remedies provided in this Article are in addition to the rights and remedies provided to NID by law, equity, or under any other Article in this Contract.

Such termination will not relieve the Contractor of its responsibility to its labourers, suppliers or any other creditors, including NID

42.0 ARBITRATION

In case of any dispute or difference, at any time during the validity of this Contract, Between the parties as to anything contained in this Contract or arising out of the execution of this Contract, or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said Works, except in respect of matters for which it is provided herein that the decision of NID is final and binding, the same shall be referred to Arbitration and the final decision of an Arbitrator to be agreed upon and appointed by mutual consent of both the parties or – in case of disagreement on such appointment of sole arbitrator, such arbitration shall be dealt in accordance with the provisions of The Arbitrations and Conciliation Act 1996 (as amended). Such arbitration will be conducted in English and the place of arbitration shall be Ahmedabad.

43.0 DEVIATION LIMIT: Deviation limit is (+ / -) 30% of individual items as per Bill of Quantity & overall deviation limit is (+/-) 10%